RESOLUTION AGREEMENT
Mesa County Valley School District 51
OCR Case No. 08-24-1218

INTRODUCTION

The United States Department of Education (Department), Office for Civil Rights (OCR), initiated investigation of the above-referenced complaint against Mesa County Valley School District 51 (District), pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (Title VI), and its implementing regulation at 34 C.F.R. Part 100.

During OCR's investigations, before OCR had made any findings, the District indicated its willingness to take steps necessary to ensure compliance with Title VI. Pursuant to Section 302 of OCR's *Case Processing Manual*, a complaint may be resolved when, before the conclusion of an investigation, a recipient expresses an interest in resolving the allegations and OCR determines that it is appropriate to resolve the allegations because OCR's investigation has identified concerns that can be addressed through a resolution agreement.

Accordingly, to resolve the concerns identified during the investigation, the District voluntarily agrees to take the following actions. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District.

Identifying and Placing EL Students

1. The District will notify all teachers of the School which students are EL students and each EL's primary language and EL status (i.e., current, opted-out, or exited and in monitoring) using: (a) a field in its student information system (SIS); (b) a spreadsheet provided to all teachers of the School; and (c) email reminders at the beginning of each semester.

   REPORTING REQUIREMENT 1: Within 15 days of the start of the 2024-25 school year (SY), the District will provide to OCR: (a) a screenshot of the fields in the District's SIS that indicate students' primary language and EL status; (b) the spreadsheet provided to teachers of the School; (c) a list of teachers who received the spreadsheet, the method of dissemination, and the date of dissemination; and (d) the email reminder that was sent at the beginning of the Fall 2024 semester.

Language Assistance Services for EL Students in Core Classes

2. The District will ensure that all EL students at the School have access to the core grade-level curricula in their math, science, social studies and English/language arts classes (core classes) so that they can meet promotion and graduation requirements by using effective strategies for sheltering instruction to make the lessons comprehensible to EL students while promoting their English language development (ELD).

3. The District will provide all EL students at the School with ELD instruction in their core

classes by embedding the ELD within core content instruction. This instruction includes an array of teaching strategies to make core content classes more comprehensible and accessible to EL students while promoting their ELD, such as scaffolding and differentiated instruction based on English language proficiency (ELP) level that meets individual language needs and provides meaningful access to content instruction; teaching to language objectives that help EL students achieve content objectives; building and activating background knowledge; explicitly teaching academic vocabulary; using supplementary and adapted materials, texts, and visual displays; grouping EL students by ELP level; cooperative learning and group work; offering primary language support; providing comprehensible input and clarification; promoting academic discussions; teaching content-area reading and writing skills; using formative and summative assessments of language and content objectives with EL accommodations; and giving proficiency-level appropriate feedback on EL students' language use and demonstration of content knowledge.

4. The District will ensure that all teachers of core classes at the School document in their unit plans the specific strategies they will use to differentiate and shelter instruction for the different ELP levels of EL students in the class.

5. The District will provide the School's administrators with a list of the teachers at the School who have not yet completed the hours of training or professional development activities in Culturally and Linguistically Diverse Education (CLDE) required by the State of Colorado for renewal of their teaching license. The District will encourage teachers who have not completed the required hours to do so during the 2024-25 SY.

REPORTING REQUIREMENT 2:

a. Within 90 days of signing the Agreement, the District will provide to OCR for its review and approval a draft plan to fulfill Terms 2-5 above. The plan will include, at a minimum: (a) how the District will ensure that teachers of core content classes at the School are using some of the strategies listed in Term 3 to embed ELD instruction within core content instruction; (b) how the District will ensure that unit plans meet the requirements of Term 4 and are used; and (c) identification of the teachers at the School who have not completed the CLDE training hours required by the State and how the District will encourage those teachers to do so during the 2024-25 SY.

b. Within 30 days of the end of the 2024-25 SY, the District will provide to OCR a sample of five unit plans for core content classes at the School, the name of the teacher, and the date the unit plan was used.

Monitoring Current EL Students

6. The District will monitor the progress of all EL students at the School in acquiring content knowledge by analyzing – by the end of the first and second semesters – their class grades and assessments scores and narrative information from their teachers. The

District will ensure that core content teachers at the School complete a monitoring form for each current EL student that includes, at a minimum, fields for teachers' narratives about the student's progress and the student's class grades and assessment data.

7. The District will provide individual and/or small group interventions for EL students who are struggling with acquiring content knowledge. For each EL student, the District will track the types and amounts of interventions provided, assess their effectiveness, and modify interventions as needed.

REPORTING REQUIREMENT 3:

a. Within 30 days of signing the Agreement, the District will provide to OCR for its review and approval a draft of the monitoring form required by Term 6 and a draft form or spreadsheet to track the interventions required by Term 7. Within 30 days of OCR's approval of the form and spreadsheet, the District will use these to comply with the terms of the Agreement.

b. Within 30 days of the end of the 2024-25 SY, the District will provide to OCR a copy of the monitoring forms completed for current EL students per Term 6 and the interventions log required by Term 7.

Employee Training and Support

8. Within 120 days of signing the Agreement, the District will ensure that all administrators, ELD teachers, and core content teachers at the School receive training, by a qualified trainer, about: (a) the requirements of this Agreement; (b) language acquisition; (c) ELP levels; (d) how to effectively integrate ELD into core content classes; and (f) monitoring current EL students.

9. The District will ensure that the School's master schedule allows the School's ELD teacher to meet with teachers of core content areas at least once per quarter to support teachers of core classes in integrating ELD within core content instruction.

REPORTING REQUIREMENT 4:

a. Within 60 days of signing the Agreement, the District will provide to OCR for its review and approval: (a) the name, job title, and qualifications of one or more proposed trainer(s); (b) a draft training agenda; (c) draft training materials; (d) a plan to provide the professional development; and (e) a draft plan to fulfill Term 9 with a copy of the master schedule.

b. Within 30 days of OCR's approval of the trainers and training materials, the District will provide OCR with documentation showing that the training required by Term 8 was provided, using the trainer(s) and training materials approved by OCR.

GENERAL REQUIREMENTS

The District understands that by signing this Agreement, the District agrees to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the District understands that during the monitoring of this Agreement, OCR may visit the District – after notifying the District of OCR's compliance concerns and providing the District with 10 days advance notice – to interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with Title VI, and its implementing regulations at 34 C.F.R Part 100, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR will close and dismiss this case.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with all the terms of this Agreement and is in compliance with Title VI, and its implementing regulation at 34 C.F.R. Part 100, which were at issue in this case.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR will give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the District's representative below.

For the District:

/s/ 7/19/24

Executive Director of Student Services Date